

**STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES**

**CONTRACT FOR SERVICES**

**3PLAY MEDIA, INC.**

**1. Introduction**

**A. Parties**

This Contract for Services (“Contract”) is entered into between the State of Texas (“State”), acting by and through the Department of Information Resources (“DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and 3Play Media, Inc. (“Vendor”), with its principal place of business at 34 Farnsworth Street, 4<sup>th</sup> Floor, Boston, MA. 02210.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-236, on May 13, 2016, for Accessibility IT Products and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-236 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

This Contract; Appendix A, Standard Terms and Conditions For Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-236, including all addenda; and Exhibit 2 RFO DIR-TSO-TMP-236, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR may extend this Contract, by amendment, for up to three (3) optional one-year terms.

**3. Service Offerings**

Services available under this Contract are limited to Accessibility IT services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their services offering; however, any changes must be within the scope of the RFO and services awarded based on

the posting described in Section 1.B above. Vendor may not add services which were not included in the Vendor's response to the solicitation described in Section 1.B above.

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 7, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index and shall include the DIR Administrative Fee.

**5. DIR Administrative Fee**

**A)** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.00.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated by Vendor in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Kelly Parker, CTPM, CTCM  
Director, Cooperative Contracts  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-1647  
Facsimile: (512) 475-4759  
Email: [kelly.parker@dir.texas.gov](mailto:kelly.parker@dir.texas.gov)

If sent to the Vendor:

Josh Miller  
3Play Media, Inc.  
34 Farnsworth Street, 4<sup>th</sup> Floor  
Boston, MA. 02210  
Phone: (617) 245-0510  
Facsimile: (617) 245-0510  
Email: [josh@3playmedia.com](mailto:josh@3playmedia.com)

**7. Authorized Exceptions to Contract and any Appendices.**

No exceptions have been agreed to by DIR and Vendor.

**Remainder of page intentionally left blank**

Vendor Contract No. \_\_\_\_\_

This Contract is executed to be effective as of the date of last signature.

**3PLAY MEDIA, INC.**

**Authorized By:** signature on file

**Name:** Josh Miller

**Title:** Chief Revenue Officer

**Date:** 3/29/2017

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** signature on file

**Name:** Hershel Becker

**Title:** Chief Procurement Officer

**Date:** 3/23/2017

**Office of General Counsel:** DB 3/23/17